

Amendment 142 Contract No. 229944

To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System

This Amendment 142 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 26th day of May, 2011, by and between ERG Transit Systems (USA) Inc, a California corporation and wholly owned subsidiary of Vix-ERG Limited, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

Recitals

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate the Contractor to perform the Preliminary Analysis necessary to develop a proposal to modify the Business Account Website (BAW) to allow business account customers to disassociate cards. This work is performed per RFCS-RFI-634 *BAW – Enhancements to Disassociating Cards* (per the Agencies' response dated March 21, 2011).
- C. The Parties agree that the Work necessary to perform the Preliminary Analysis will be compensated as follows.

Agreement

Section 1.0 Description of Work

1.1 The Contractor will perform the Preliminary Analysis which will include:

(a) Schedule one meeting with the Agencies to elaborate the requirements submitted in the RFI. To prepare for this meeting, the Contractor will submit to the Agencies (via RFI RFCS 634) a set of questions for review and response.

1.2 The Contractor will present a written response to the Agencies that will include the following deliverables:

(a) A statement of requirements

(b) A solution proposal, to include screen mock-ups.

(c) A list of configuration items that will be modified or added for the proposed change

(d) A summary of any identified issues, risk or system constraints that need to be considered in the agreed solution or limit the proposed solution

(e) A detailed cost estimate for the solution and an initial schedule impact

(f) A summary of any waivers that will be required by ERG in order to perform the work.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

Section 2.0 Compensation Changes

Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

VI. IMPLEMENTATION

SPECIAL PROGRAMS

LUMP SUM COST

Amendment No. 142

To perform Preliminary Analysis to develop a proposal to modify the Business Account to allow business account customers to disassociate cards.

TOTAL

\$2254

Section 3.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment One Hundred and Forty-two shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

ERG Transit Systems (USA) Inc.

By: _____

Its: _____

Date: _____

The Agencies

By: _____

Their: _____

On behalf of the Agencies

Date: _____

Candace Carlson
ORCA Operations Manager
MAY 26, 2011

Signed by ERG Transit Systems (USA) Inc by its attorney-in-fact Elaine Aulgur pursuant to Power of Attorney dated 18 June 2010:

E. Aulgur
Elaine Aulgur

20-May-11
Date

In the presence of:

[Signature]
Witness Signature

20-MAY-11
Date

Witness name: *Danny Hazard*